

CLINICAL AFFILIATION AGREEMENT

This Agreement entered into this first day of August, 2006 by and between the Program in Communication Sciences and Disorders, University of North Dakota, hereinafter referred to as UNIVERSITY and Saint Luke's Hospital of Kansas City, hereinafter referred to as HOSPITAL.

Whereas, UNIVERSITY desires to utilize HOSPITAL for the purpose of providing practical learning and clinical experiences for students in the Communication Sciences and Disorders Program of the UNIVERSITY and to establish and operate a Clinical Education Program at the HOSPITAL.

Now, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. UNIVERSITY RESPONSIBILITIES

1. UNIVERSITY shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the HOSPITAL only those students who have satisfactorily completed the prerequisite didactic portion of the UNIVERSITY'S curriculum.
2. UNIVERSITY shall provide HOSPITAL with proof of health insurance coverage for its students who will be on HOSPITAL premises.
3. UNIVERSITY shall assure that each student shall be covered by professional and general liability insurance with minimum limits of \$100,000 per occurrence, per student, and naming HOSPITAL as an additional insured. Prior to any student commencing his or her training at HOSPITAL the UNIVERSITY shall deliver to HOSPITAL Certificate of Insurance evidencing said coverage, and further providing such insurance will not be canceled without ten (10) days prior written notice to HOSPITAL. In the event said insurance is terminated and no subsequent insurance is evident said students will be dismissed from HOSPITAL training.
4. UNIVERSITY shall provide HOSPITAL with name and evidence of coverage under student graduate liability insurance for each student enrolled in the program at least four (4) weeks before the beginning date of the Clinical Education Program.
5. UNIVERSITY will designate a faculty member to coordinate and act as the liaison person with the HOSPITAL. The assignment to be undertaken by the students participating in the Clinical Education Program will be mutually arranged and a continuous exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.
6. UNIVERSITY shall notify each student prior to his or her arrival that he or she is responsible for:
 - a) Following all the administrative policies, standards, and practices of the HOSPITAL. This shall include policies pertaining to the confidentiality of all matters relating to the care of patients and patient Individually Identifiable Health Information covered by the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA). Each student will be required to complete the HOSPITAL privacy training within a designated time frame and sign a confidentiality agreement.
 - b) Providing the necessary and appropriate uniforms required by the HOSPITAL.
 - c) His or her own transportation and living arrangements when not provided by the HOSPITAL.

CLINICAL AFFILIATION AGREEMENT

6. continued:

d) Reporting to the HOSPITAL on time and following all established regulations during the regularly scheduled operating hours of the HOSPITAL.

e) Conforming to the standards and practices established by the UNIVERSITY while training in the HOSPITAL.

7. UNIVERSITY will provide evaluation forms and other forms necessary for clinical education.

B. HOSPITAL RESPONSIBILITIES

1. HOSPITAL agrees to make the appropriate facilities available to UNIVERSITY in order to provide supervised clinical experience to students in the program. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to the customary HOSPITAL procedures.

2. HOSPITAL may cancel, by notice in writing to the UNIVERSITY, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the HOSPITAL, or whose health status is a detriment to the student's or other students successful completion of the Clinical Education assignment. Prior to such cancellation, the HOSPITAL shall notify the UNIVERSITY and consult with it about the proposed action.

3. In any situation in which, in the sole opinion of the HOSPITAL, a patient's welfare or the best interests of the hospital may be adversely affected, the HOSPITAL may take immediate corrective actions which could include removal of the student from the facility. The UNIVERSITY will be immediately notified of the action taken. Discussion of the student's continued involvement in the hospital program will ensue. The HOSPITAL understands that the UNIVERSITY, as a public agency, must provide procedural due process for its students.

4. While in the HOSPITAL, students will have the status of trainees and are not to replace HOSPITAL staff, and are not to render patient care and/or service except as identified for educational value and delineated in the jointly planned educational program.

5. Emergency outpatient treatment will be available to students while in the HOSPITAL for clinical training in case of accident or illness. However, any student utilizing this service will be responsible for payment of the services provided.

6. HOSPITAL shall designate and submit in writing to UNIVERSITY the name and professional and academic credentials of a person to be responsible for the Clinical Education Program. That person shall be called the Clinical Education Supervisor, and shall maintain contact with the UNIVERSITY designated liaison person to assure mutual participation in and surveillance of the Clinical Education Program.

7. HOSPITAL shall notify UNIVERSITY in writing of any change or proposed change of the Clinical Education Supervisor.

8. HOSPITAL shall provide a planned supervised program of clinical experience as specified in the most recent outline of its Clinical Education Program supplied in writing at regular intervals to the UNIVERSITY.

9. HOSPITAL shall, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, student records, and such other items pertaining to the Clinical Education Program by representatives of the UNIVERSITY or agencies, or both, charged with the responsibility for approval of the facilities or accreditation of the curriculum.

CLINICAL AFFILIATION AGREEMENT

10. HOSPITAL shall, at the commencement of a student's placement, provide the student a thorough orientation of the HOSPITAL's administrative policies, standards, and practice relevant to the clinical placement. This will include education pertaining to the HOSPITAL policy relevant to patient confidentiality.

11. The HOSPITAL will provide the student with access to parking, availability to use the Medical Library, and the employee discount on food services.

C. JOINT RESPONSIBILITIES

1. The course of instruction in the Clinical Education Program will cover a period of time as arranged between the UNIVERSITY and HOSPITAL. The beginning dates and length of experience shall be mutually agreed upon by the UNIVERSITY and the HOSPITAL.

2. The period of time for each student's Clinical Education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.

3. Students are to remain subject to the authority, policies, and regulations imposed by the UNIVERSITY and during periods of clinical assignment, students will be subject to all rules and regulations of the HOSPITAL and imposed by the HOSPITAL on its employees with regard to following the administrative policies, standards, and practices of the HOSPITAL.

4. Methods for evaluating the clinical experience of the students will be developed jointly by UNIVERSITY and HOSPITAL. Regular communication will be jointly maintained by appropriate UNIVERSITY and HOSPITAL staff for the purpose of reviewing and evaluating current clinical experiences being offered to students.

5. It is understood and agreed that the parties to this Agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

6. The UNIVERSITY and HOSPITAL shall not discriminate against any qualified student or applicant for enrollment in its course of study because of race, age, religion, creed, sex, marital status, national origin or disability.

7. The UNIVERSITY agrees that the HOSPITAL, its employees, agents, servants, and independent contractors shall not be responsible for the intentional acts or omissions, or negligent acts or omissions occurring during the term of this contract committed by any employees, agents, servants or independent contractors of the UNIVERSITY. The HOSPITAL agrees that the UNIVERSITY, its employees, agents, servants, and independent contractors shall not be responsible for the intentional acts or omissions, or negligent acts or omissions occurring during the term of this contract committed by any employees, agents, servants, or independent contractors of the HOSPITAL.

D. TERM OF AGREEMENT

The term of this Agreement shall commence on January 1, 2007, and terminate on December 31, 2007, except that the term of this Agreement shall automatically extend for a period of one (1) year and like periods thereafter unless either party gives required notice to the other. This Agreement shall be subject to review and renewal by the parties annually. At any time either party may cancel this Agreement by giving the other party three (3) months prior written notice of its intention to terminate. However, it is agreed that students enrolled in, and satisfactorily pursuing their clinical education experience at the HOSPITAL should be given the opportunity to complete the experience. Notice of termination to the HOSPITAL shall be directed to Mr. John Corbaley, M.S., CCC-SLP, Saint Luke's Hospital of Kansas City, 4401 Wornall Road, Kansas City, Missouri 64111. Notice of termination to

CLINICAL AFFILIATION AGREEMENT

the UNIVERSITY shall be directed to: Mary Jo Schill, M.A., CCC-SLP, University of North Dakota, 260 Centennial Drive, Stop 8040, Grand forks, ND 58202-8040.

In WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names:

FOR UNIVERSITY OF NORTH DAKOTA:

Greg Weisenstein, Ph.D., Provost

Martha A. Potvin, Ph.D., Dean,
College of Arts & Sciences

John P, Madden, Ph.D., Chair
Department of Communication Sciences & Disorders

FOR SAINT LUKE'S HOSPITAL OF KANSAS CITY:

Lorra Embers
System Manager of Rehabilitation Services
SAINT LUKE'S HOSPITAL OF KANSAS CITY